

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Black, Manafort, Stone & Kelly, Inc. 211 North Union Street, Alexandria, VA 22314		2. Registration No. 3600
3. Name of foreign principal Usarin Land Development Corp.	4. Principal address of foreign principal 849/59-61 Soi Chula 6 Rama I Rd Patumwan Bangkok, Thailand 10330	
5. Indicate whether your foreign principal is one of the following type: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or <input type="checkbox"/> domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual—State his nationality _____		

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address
b) Name and title of official with whom registrant deals.
c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Real estate and land development corporation.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

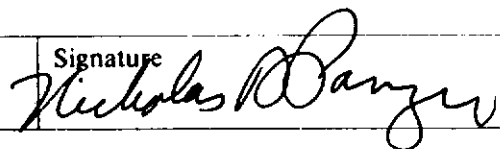
Ownership of the Usarin Land Development Corporation is held by the Montsereenusorn family who indirectly direct and control all activities of the corporation.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A
July 9, 1992

Name and Title
Nicholas A. Panuzio
Principal

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Black, Manafort, Stone & Kelly, Inc.	Usarin Land Development Corp.

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide counsel, advice and assistance to the foreign principal with respect to public relations and mutual understanding between the Government of the United States and Usarin Land Development Corp.


5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide counsel, advice and assistance to the foreign principal with respect to public relations and mutual understanding between the Government of the United States and Usarin Land Development Corp.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

It is anticipated that the Registrant's activities will from time to time constitute "political activities" on behalf of the foreign principal. Such activities will be reported on the registrant's supplemental statements as required by FARA.

Date of Exhibit B July 9, 1992	Name and Title Nicholas A. Panuzio Principal	Signature 
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¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

By this Agreement entered into on the 25th day of May, 1992, between Black, Manafort, Stone & Kelly Public Affairs Company, (hereinafter BMS&K), and the Usarin Land Development Corp. (herein Client), the Parties agree as follows:

1. Scope of Employment. BMS&K will provide professional services to the Client that will be of general nature. Such professional services shall include, but not be limited to working with the various U.S. Government and quasi-governmental bureaus and agencies and the U.S. Congress and the media to promote the interests of the Client.
2. Term. This Agreement will continue in force for a term of 14 months beginning on May 25, 1992 and ending on July 30, 1993.
3. Fees. In return for the performance of the service outlined herein, Client agrees to compensate BMS&K as follows:
 - a) The two month initial term from May 25 through July 30, 1992, \$250,000 (U.S.) payable by June 1, 1992.
 - b) A twelve month term from August 1, 1992 through July 30, 1993, \$1.2 million (U.S.) payable in two equal installments, due as follows:
 - 1) \$600,000 (U.S.) due on September 1, 1992
 - 2) \$600,000 (U.S.) due on March 1, 1992
 - c) Expenses will be billed separately on a monthly basis.

In addition to such fees, the Client will reimburse BMS&K monthly for all extraordinary but necessary expenses, including such expenses as travel, overseas telephone, and extensive copying. It is understood that these costs will be approved in advance by Client.

Further, the Client understands and agrees that if this Agreement should be terminated for any reason, payment of all expenses and fees earned to date shall be immediately due.

4. Miscellaneous Provisions.

- A. Client's Responsibility. Client is responsible for the accuracy, completeness and propriety of the information that it provides to BMS&K concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by BMS&K under this Agreement to confirm that all representation, direct or implied, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of the Client and its competitors.

Client will indemnify and hold BMS&K harmless for all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees, that BMS&K may incur or be liable for out of or in connection with any of the following:

- a) Any publicity or other materials prepared or placed by BMS&K for Client, or other service performed by BMS&K for Client;
- b) Allegations that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party.

Client's obligations under this section include payment by Client to BMS&K for all time charges and expenses (including reasonable attorney's fees) incurred by BMS&K in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry to which Client does not object served upon BMS&K or any of its affiliates that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

'The terms and conditions of this section shall survive termination of this Agreement.

- B. Use of Information by Third Parties. BMS&K has no control over information once it has been issued to the media or another third party. BMS&K cannot

assure the use of any material by any medium, print or electronic, nor the accuracy of what any third party publishes.

- C. Notice. All notices provided for herein shall be sent by certified mail, postage pre-paid, and addressed as follows:

To Consultants: Black, Manafort, Stone & Kelly
Public Affairs Company
211 North Union Street
3rd floor
Alexandria, Virginia 22314

To Client: Usarin Land Development Corp.
849/59-61
Soi Chula 6
Rama I Rd
Patumwan
Bangkok, Thailand 10330

- C. Termination. Notwithstanding the above, this Agreement may be terminated by either party with 90 days written notice.

- D. Governing Law. This Agreement shall be governed by the Commonwealth of Virginia both as to interpretation and performance.

IN WITNESS WHEREOF, the Parties hereto, by their respective and duly authorized officers, have hereunto set their names.

BLACK, MANAFORT, STONE & KELLY
PUBLIC AFFAIRS COMPANY

By Paul J. Manafort
Paul J. Manafort,

Usarin Land Development Corp.

By Usa Montsereenusorn
Usa Montsereenusorn, CEO